



**CITY OF WARWICK**  
**PURCHASING DIVISION**  
3275 POST ROAD  
WARWICK, RHODE ISLAND 02886  
TEL. (401) 738-2000, ext. 6240  
FAX (401) 737-2364

**SCOTT AVEDISIAN**  
**MAYOR**  
  
**JAMES F. MARCELLO**  
**PURCHASING AGENT**

The following notice is to appear on the City of Warwick's website Tuesday, April 30, 2013. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK**  
**BIDS REQUESTED FOR**

**Bid 2014-12 Food Concession at Thayer & Warburton Arenas**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, April 30, 2013.

Sealed bids will be received in the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM on Wednesday, May 15, 2013. The bids will be opened publicly commencing at 10:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 at least 48 hours in advance of the bid opening date.

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James F. Marcello  
Purchasing Agent

**CITY OF WARWICK  
NOTICE TO BIDDERS**

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The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the city, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed package and should include: *YOUR* company name plainly marked on the exterior of the package and "Bid #2014-12 Food Concession at Thayer & Warburton Arenas".

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.

All questions pertaining to these specifications should be referred to James Dorney, Parks & Recreation at 401-738-2000, extension 6810.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable) for general liability in a minimum amount of \$1 million naming the City of Warwick as the additional insured and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The successful bidder will provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

Prices to be held firm July 1, 2013 through June 30, 2015. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

Warranty periods shall not commence until the City of Warwick inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the City of Warwick. The City of Warwick reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

## Concession Agreement

Agreement made and entered into by and between hereinafter referred to as the “Concessionaire” and the City of Warwick hereafter referred to as the “City” as follows:

1. The City grants to the concessionaire the use of occupancy of the first floor concession area in the Thayer Arena & Warburton Arena, 975 Sandy Lane, Warwick, Rhode Island for the period commencing July 1, 2013 through June 30, 2015 and to be used solely for the purpose of selling soft drinks, candy, ice cream, food and other refreshments, under the terms and conditions hereinafter set forth. Business shall be carried on from the part of the building as designated by the Warwick Parks & Recreation Deputy Director.
2. The concession shall be open whenever organized activities are being held at the arena, with advance schedule or notification given to concessionaire. Days and hours of operation must be approved by the Deputy Director prior to the season’s opening.
3. The concessionaire must supply his own electrical equipment, or any other equipment needed, and that equipment shall be used only upon the approval of the Deputy Director of Parks & Recreation. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary repairs, improvements and maintenance shall be the responsibility of the vendor.
4. The quality of the food served, the prices charged and any other factor affecting the public interest must be approved by the Parks & Recreation Deputy Director before the concession is opened. The City reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary, or proper, for the protection of the public.
5. No advertising signs shall be posted, except for price lists.
6. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up both within and without the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
7. The concessionaire shall comply with all state and local laws and regulations. It is the concessionaire’s responsibility to also comply with the following before the contract is awarded:

State inspection, certificate of premises Warwick Fire Department,  
Prevention Bureau Liability Insurance

The preceding information shall be expedited as soon as possible after being notified by the Purchasing Agent.

8. The concessionaire shall provide liability insurance saving the City harmless from, or on account of, any loss, injury or damage to any person or property arising out to the operation of the concession, including products liability.

9. The successful bidder must submit an **original certificate of insurance, which includes general liability naming the City of Warwick as the additional insured and so stated on the certificate.**
10. This agreement cannot be assigned or transferred.
11. The City reserves the right, acting through the Deputy Director of Parks & Recreation, to make any other rules and regulations pertaining to the rentee, which are reasonable and are in the best interest of the City and the public. The Deputy Director of Parks & Recreation may order unsatisfactory service and conditions to be remedied by the rentee. The rentee agrees that all persons properly upon the premises of the arena shall be permitted to avail themselves to the services of the concession and the concessionaire or anyone in his employ will not discriminate against any person because of race, color or creed.
12. The rentee shall have the responsibility of securing the rentee area, but duly authorized representative of the City shall have access to the premises at all reasonable times. Security for the rentee will be the sole responsibility of the rentee.
13. No beer, wine, gum or any alcoholic beverages or tobacco items shall be available or sold at any time in the arenas.
14. The bid price, which is accepted as the consideration for the agreement, shall be payable on the following basis per each year of the contract:

One-third (1/3) advance payment  
One-third (1/3) on or before the 4<sup>th</sup> month of agreement  
The final one-third (1/3) on or before the 8<sup>th</sup> month of this agreement.
15. The concessionaire will pay the City of Warwick for electricity at a fee of \$1,500.00 per year. **This fee is above the bid price.** Same payment schedule as above.
16. If the concessionaire intends to use vending machines **in addition** to the use of the concession area, the concessionaire must adhere to the guidelines for the use of vending machines as set forth by the Deputy Director of Parks & Recreation.
17. The City of Warwick is **not** responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the vendor.

**A minimum bid of \$4,000 the 1<sup>st</sup> year & \$5,000 the 2nd year is required.**
18. The City reserves the right to allow other food and refreshments to be sold in the Thayer & Warburton Arenas during special events, as it deems necessary in the best interest of the City.
19. City will notify concessionaire in advance of any such special events.

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid #2014-12 Food Concession at Thayer & Warburton Arenas

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

**A minimum bid of \$4,000 1<sup>st</sup> year & \$5,000 2nd year is required**

<b>Description</b>	<b>Bid</b>
<b><u>July 1, 2013 – June 30, 2014</u></b>	
Contract Price w/out Electricity	\$
Electricity Fee	\$1,500.00
Total Bid 1 <sup>st</sup> Year including Electricity	\$
<b><u>July 1, 2014 – June 30, 2015</u></b>	
Contract Price w/out Electricity	\$
Electricity Fee	\$1,500.00
Total Bid 2 <sup>nd</sup> Year including Electricity	\$
<b>TOTAL BID 2 YEARS</b>	\$

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

**Addendum Number**

**Signature of Bidder**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ \*

CONTRACT COMPLETION DATE:

(In terms of calendar days after award of bid): \_\_\_\_

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

BID #2014-12

\_\_\_\_\_  
PURCHASING AGENT